# BRUHAT BENGALURU MAHANAGARA PALIKE

**Office of the Senior Assistant Director of Horticulture (South Zone)**
**Bruhath Bengaluru Mahanagara Palike , South Zone, 9th Cross, 9th Main,**
**Jayanagar, 2nd Block, Bangalore-560011 .**

.....

No.BBMP//SADH/PR/TEND/19/2024-25
Date:-05.11.2024

## TENDER NOTIFICATION

**(Only through E- Procurement Portal) Two Cover System)**

- The Office of the Senior Assistant Director of Horticulture (South Zone), BBMP, Bangalore on behalf of the Commissioner, BBMP invites item rate tenders from eligible Contractors/firms registered in Bhruhat Bangalore Mahanagarapalike or equivalent registration with CPWD/KPWD/Railways/MES/National Highway or any state Government organizations and license holders from labour department for the construction works and man power supply detailed in the table below. The tenderes may submit tenders for work Services given in the table through E–Procurement Portal of the Government of Karnataka (vizhttps://kppp.karnataka.gov.in. ) the Tenders are advised to note the minimum qualification criteria specified in clause 3 of Instructions to renderers to quality for award of the contract.
- Tender documents may be downloaded from the e – Procurement portal.
- Tenders must be accompanied by earnest money Deposit specified for the work in the table below.
- Tender must be submitted online through e-procurement portal on or before **14.11.20244.00 pm.**
- Other details can be seen in the tender documents.

| **Sl No** | **Name of work** | **Approximate value of work/Service** | **EMD** | **Stipulated period of Completion (in months)** | **Category** |
|---|---|---|---|---|---|
| | | Rs in Lakhs | In Rupees | | |
| 1 | Providing Security Services in Vijayanagara Constituency Parks | **16,01,117/-** | **40,100/-** | 8 Months | Other |

| | | | | | |
|---|---|---|---|---|---|
| | (Call-3) | | | | |

## Calendar of events

- Last Date for Tender queries: **14.11.2024 up to 4.00 pm.**
- Pre bid Meeting on **08.11.2024 at 4.30p.m** @ Office of the Senior Assistant Director of Horticulture (South Zone), Bengaluru-560011.
- Last Date for Receipt of Tender is **14.11.2024 up to 4.00 p.m**.
- Date of opening of technical Bid is **15.11.2024 by 4.30p.m.**
- Date of opening of financial Bid: after approval of Technical bid.

**Note:**

1. Aspiring Bidders/contractors who have not registered in e – procurement should register before participating through the website https://kppp.karnataka.gov.in.
2. Before submission of online bids, bidders must ensure that scanned copies of the necessary documents been attached with bid.
3. All the required information required bids must be filled and submit online.
4. For details, registration and e- payment visit GOK e-procurement website. https://kppp.karnataka.gov.in.or contact e- procurement Helpdesk at 080-22371090, 22373788.
5. This tender notice can also be seen on the BBMP Website WWW.bbmp.gov.in
6. If the rate quoted by the contractor is below the difference of amount in favour of the The Commissioner, BBMP, Bengaluru in the form of DD or Pay order or FDR (Fixed deposit receipt) or Bank guaranty before entering in to Agreement. The same will be refunded only after satisfactory completion of the work
7. The contractor should pay 5% security Deposit (SD) in favor of The Commissioner, BBMP, Bengaluru in the form of DD or pay order or FDR (Fixed Deposit receipt) of Bank guaranty at time of Agreement.
8. Any other details regarding the above work/service and other information obtained from the above office during office hours.

-Sd-

**Senior Assistant Director of Horticulture (South Zone), BBMP, Bengaluru.**

**Copy Submitted to:**

1. The Honorable Administrator, BBMP, Bengaluru for kind information.
2. The Chief Commissioner, BBMP, Bengaluru, for kind information.

3. The Zonal Special Commissioner (South Zone),BBMP, Bengaluru for kind information.
4. The Special Commissioner (Finance), BBMP, Bengaluru for kind information.
5. The Special Commissioner (Horticulture), BBMP, Bengaluru for kind information.
6. The Zonal Joint Commissioner, South Zone,BBMP, Bengaluru for kind information.
7. Public relation officer BBMP with a request to publish The same in any two leading daily newspapers (in kannada and English).
8. Notice board.
9. Office copy.

**Senior Assistant Director of Horticulture (South Zone), BBMP, Bengaluru.**

1. **PRE-QUALIFICATION CRITERIA**

The Tenderer who intend to participate shall meet the following qualifying requirements:

**(a) Technical Criteria**

(i) The Prospective Tenderer should have successfully carried out Manpower supplying for Security Guard and Security Supervisor as **Service personnel's** in any CENTRAL/STATE/SEMI GOVERNMENT ORGANIZATION OR ANY ULBS.establishment for not less than **4 persons**in a single unit continuously in any oneyear of pervious three financial years (2020-21,2021-22&2022-23).

(ii) achieved in at least Two year a minimum financial turnover of Rs.**--------** (usually **not less than two times the estimated** annual payment under this contract) in last Five Years.

(iii) The time period of three years shall be reckoned as on 31.03.2023.

(iv) Tenderer shall not be under a declaration of corrupt and fraudulent practices issued by Government of Karnataka.

(v) Tenderer should have been in existence in the same service for the last 3 years (i.e.,2020-21,2021-22&2022-23).

(vi) Tenderer should preferably have been incorporated in Karnataka. If incorporated elsewhere, should have necessary permission/license

to operate in Karnataka. The Tenderer Company shall register under the companies Act, 1956. Tenderer operational in Karnataka is preferred. The bidder should have office in Bangalore.

(vii) Service personnel deployed should be above 18years and below 50 years of age.

(viii) Prior experience of services to Government, PSUs will be an added advantage.

(ix) All Tenders should include the Technical and Financial requirement information as per Appendix-A to G& Appendix -I & J

(x) Applications should be accompanied by the copies of Registration certificates of the establishment under the Department of Labour Department(Government of Karnataka) and Government of KarnatakaHome Department (Police Department),PAN, GST, EPF, ESI, PT, ISO, and any other statutory requirements, required by law from time to time with latest renewals.

(xi) The Tenderers i.e. Immediate Employers are responsible for employee insurance including medical coverage and EPF issues. BBMP has no liability in this connection.

(xii) Tenders should be accompanied by copies of Income Tax and GSTReturns Challans for the last 3 years i.e.,2020-21,2021-22& 2022-23Attested certified Copy of the Charted Accountant..

(xiii) Tenders should be accompanied by copies of the latest returns/challans of EPF, ESI, and PT. (April 2023 to March-2024)

(xiv) Quote the service charge in percentage.

**(b) Financial Criteria**:

achieved in at least Two year a minimum financial turnover of Rs..... (usually**not less than two times the estimated** annual payment under this contract) in last Five Years.

2.1. The Tenderer shall submit documentary evidence in support of the above prequalification criteria. Tenderers with all information and supporting documents by way of copies of work orders, Certificates of satisfactorycompletion services from other clients, Audited Balance Sheets including Profit & Loss Statement, Annual Turnover Statement (2019-20, 2020-21& 2021-22), latest Income Tax Returns with PAN No, ESI, EPF, GST and PT Challans etc. to establish their credentials and track record for fulfilling the experience, financial and ranking system requirements, alone will be considered.

2.2. For the purpose of ascertaining the experience and financial criteria, the experience and financial criteria of the Tenderer entity alone will be taken into consideration.

2.3. There shall not be any case or charge under investigation/enquiry/trial against the Tenderer, convicted in a Court of Law or suspended or blacklisted by any organization on any grounds.

2.4. BBMP reserves the right to use in-house information for assessment of capability of Tenderer. The decision of The Senior Assistant Director of Horticulture South Zone, BBMP, Bengaluru-560011 regarding the tender will be final and binding.

2.5. If the performance of the Tenderer is/has been found to be unsatisfactory for any reason, whatsoever, in any organization, then BBMP reserves the right to reject the tenders submitted by such Tenderer at any point of time.

2.6. If the amount quoted by the two Contractors becomes equal, then the turnover for last Three years will be considered as eligible criteria.

2.7. Joint Ventures / Consortium based offers shall not be accepted.

2.8. Tender document can be downloaded from the website http://eproc.karnataka.gov.in

2.9. The Tenderer has to ensure that the tender document is strictly as per the order indicated in the master index.

2.10. (a) Tender document completed in all respects along with supporting documents shall be submitted on-line up to 16.00 Hrs. on 17.08.2024. The Tender shall be opened on 19.08.2024at 11.30 hours. The short-listed technically qualified tenders will be considered in thefinancialbid. If the above day of opening happens to be a closed holiday for BBMP, it is implied that the opening of the tenders will be

held on the next working day at the time stipulated as above.

(b) Tenderer's pre-site inspection, queries and discussion can be made any time during working hours (between 3.00 to 5.00 pm) in the office of The Senior Assistant Director of Horticulture South Zone,BBMP, Bengaluru-560011. Further details in this regard are highlighted in the section "Instruction to Tenderer".

(c) The tenderers may submit tenders for Services given in the table through e-procurement portal of the government of Karnataka(viz :https://eproc.karnataka.gov.in)..

(d) Tenderer shall ensure submission of complete information/documents at the first instance itself. The Senior Assistant Director of Horticulture,South Zone,BBMP, Bengaluru-560011, reserves the right to complete the evaluation based on the details furnished by the Tenderer without seeking any subsequent additional information. Tenders not in compliance with tender conditions or with incomplete information / documents are liable for rejection.

(e) Issuance of tender or submission of tender by itself shall not amount to pre-qualification or entitle of the Tenderer to participate in the tendering.

(f) BBMP shall not be responsible for any costs or expenses incurred by the Tenderer in connection with the preparation of Tender.

(g) Canvassing in any form by the agency directly or indirectly or by any other agency / person on their behalf, may lead to disqualification of their tender.

(h) Clarification, if any, can be obtained from The Senior Assistant Director of Horticulture South Zone,BBMP, Bengaluru-560011on all working days during the working hours of the Office i.e, between 3.00 to 5.00 pm.

(i) The Tenderer should visit to the Work spoton Pre bid meeting Day with Horticulture Assistant/Senior Assistant Director of Horticulture (South Zone) on the pre Bid meeting and upload park inspection report duly signed by Senior Assistant Director of Horticulture South.

**(j) Contractor should not upload unwanted documents in online portal. Any Document missed during download due to huge upload of the**

**documents, then the under signed person is not responsible.**

-Sd/-
**Senior Assistant Director of Horticulture**
**South Zone,BBMP, Bengaluru-560011**

## INSTRUCTIONS TO TENDERER

[(General Conditions of Contract (GCC)]

1. General provisions

1.1. Definitions:

Unless the context otherwise requires, the following terms whenever used in this contract have the following meanings:

a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time.

b) "Contract" means the contract signed by the parties, to which these general conditions of contract (GC) are attached.

c) "Effective Date" means the date on which this contract comes into force and effect pursuant of Clause GC 2.9.

d) "Contract Price" means the price to be paid for the performance of the services, in accordance with clause 6 of terms of reference.

e) "GC" means these General conditions of contract.

f) "Government means the State Government of Karnataka"

g) "Local Currency" means Indian Rupee.

h) "Party" means the client or the Agency as the case may be, and parties means both of them.

i) “Agency‟“ means the client or the party as the case may be.

j) “Personnel” means persons hired by the Tenderers and assigned to the performance of the services or any part hereof.

k) “Services” means the work to be performed by the Tenderers pursuant to this contract as described in Terms of Reference.

## 2. **GENERAL CONDITIONS OF CONTRACT**.

You are invited to submit your Technical tender and Financial tender separately **“Providing Security Services in Vijayanagara Constituency Parks”**for The 'Scope of Work and Services' is out lined under the same title in a later section of this document. The TENDER documents shall remain the exclusive property of the BBMP without any right to the Tenderer to use them for any purpose except tendering and for use by successful Tenderer with reference to the work. The Tender called for, is a single package. The Tenderer should provide all the mentioned services in a single tender apply.

## 3. TENDER DOCUMENT

Tender document is available in the Karnataka Government web-site http://eproc.karnataka.gov.inandcan be downloaded.

## 4. TENDER VALIDITY

The Tender shall remain valid for acceptance for a period of 90 DAYS from the date of submission of tender. The Tenderer shall not be entitled to modify, vary, revoke or cancel their tender during the said period. In case of the tenderer modifying, varying, revoking or cancelling the tender, the BBMP shall forfeit the Earnest Money Deposit paid. The validity of the tender shall be extended as and when required for the period as requested by the BBMP in writing.

## 6. **AMENDMENT TO TENDERING DOCUMENT**

The BBMP may for any reason, whether at its own initiative or in response to the clarification requested by the prospective Tenderer, issue amendment in the form of addendum / corrigendum either during the period of issue of tender document and subsequent to receiving the tenders.

Any addendum / corrigendum thus issued shall become part of the Tender Document and the Tenderer shall submit "Original" addendum, corrigendum duly signed and stamped in token of acceptance. For addendum/ corrigendum issued during the tendering period, Tenderer shall consider the impact of such addendum / corrigendum in the tender.

For addendum /corrigendum issued subsequent to receiving the tenders, Tenderer shall follow the instructions issued along with such addendum / corrigendum.

## 7. CLARIFICATIONS REQUESTED BY TENDERERS:

Although the details presented in the tendering document consists of Conditions of Contract, Scope of Services, Specifications and have been compiled with in all reasonable care, it is the Tenderer's responsibility to ensure that the information provided is adequate and clearly understood.

The Tenderer shall examine the Tender Document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, the Tenderer may request clarification during the pre-bid meeting to be held prior to the Tender Closing Date.

Such clarification requests in writing shall be addressed to The Senior Assistant Director of Horticulture, South Zone, BBMP, Bengaluru-560011.

## 8. CHECK LIST FOR SUBMISSION OF TENDER

In order to ensure that the Tenderer complete the tender, a check list for submission of various documents details in "Technical & Financial Tender, has been enclosed as **Appendix-A to I**.

The Tenderer in their own interest, are requested to fill the check list and submit it along with the tender for ready reference. In case of incomplete submission, BBMP, Bengaluru will not be under any obligation to give the Tenderer an opportunity to make good such deficiencies and BBMP may at its own discretion treat such tenders as incomplete and not consider the same for further evaluation.

## 9. MODE OF SUBMISSION OF TENDER

TENDER shall be submitted in e-procurement portal only in two Bids.

PART - I: TECHNICAL BID

PART - II: FINANCIAL BID

Part-I of the tender document shall contain all pre-qualification, i.e., the Technical details as mentioned in Appendix-C, under the heading "Pre-Qualification Requirement".

Part - II of the tender document shall contain information regarding the rates to be quoted in financial bid. Any conditions mentioned by the Tenderer in Appendix-I & J shall not be taken into account and if insisted upon, the tender shall be liable for rejection.

10. **TENDER SUBMISSION**.

Tender documents can be downloaded by the tenderer. The Tenderers should ensure that their offers are uploaded at e-procurement portal within the stipulated date and time. BBMP shall not take responsibility if the tenders are not uploaded at the above portal within due date and time and the tenders uploaded after the date and time stipulated for receipt of tenders are liable to be rejected. No request for extension of time for submission of tender shall be considered.

11.**EARNEST MONEY DEPOSIT (EMD)**

11.1. Earnest Money Deposit is Rs.40,100/- (Forty Thousand One only)shall be deposited with the Tender through online.

11.2. The EMD shall be paid through e-procurement with any of the following modes:

a) Debit Card,

b) Credit Card,

c) NEFT (National Electronic Fund Transfer) and

d) OTC (Over-the-Counter payment )

Note: EMD shall be paid through online only.

11.3. Tenders without the EMD will be rejected.

11.4. No interest shall be payable on the EMD furnished.

11.5. If the Tenderer after submitting the tender, revokes the offer or modifies the terms and conditions thereof during the validity of the offer, except where the BBMP has given opportunity to do so, the EMD shall be liable to be forfeited.

11.6. In the event of withdrawal of the Invitation to Tender by the BBMP, the EMD paid with the tender will be returned to the Tenderer within a period of 8 weeks of withdrawal.

11.7. In the event of the successful Tenderer's failure or refusal to sign the agreement or furnish the security deposit, the earnest money deposit shall be forfeited without prejudice. BBMP reserves the right to recover any further loss or damage incurred or caused in consequence thereof, from the Tenderer.

11.8. The EMD shall be returned to the unsuccessful Bidders within a period of four (4) weeks from the date of issuing the work order to the Successful Bidder. The EMD submitted by the Successful Bidder shall be released upon furnishing the Performance Security in the required form and manner as stipulated in the Agreement.

11.9. The EMD shall be forfeited in the following cases:

a) If the Bidder modifies or withdraws the Proposal.

b) If the Bidder withdraws the Proposal during the interval between the Proposal due date and expiration period of the Proposal Validity period.

c) If the Successful Bidder fails to provide the Performance Security within the stipulated time or any extension thereof provided by the BBMP.

d) If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.

e) If the successful Bidder fails to provide the suitable candidates with in the stipulated time.

f) In case the BBMP finds that the performance of the bidder is not to the expected quality, then the BBMP reserves the right of cancellation of the contract without giving any reason.

## 12.TECHINCAL DISCUSSIONS

Technical Discussionswith the Tenderer shall be in pre-bid meeting only.

The Tenderer shall depute their authorized representative(s) attending the discussions and sign the minutes of meeting on behalf of his organization. The authorized representatives must be competent and empowered to settle all technical issues.

## 13. COMPLIANCE TO TENDER REQUIREMENT

BBMP expects the Tenderer to comply with requirement of tendering document without any deviation. In any case, no exception or deviation shall be accepted. Deviation on clauses, if felt necessary, should be furnished in the technical tender itself as per the enclosed format. BBMP shall not take cognizance of any deviation stipulated elsewhere in the tender.

## 14. TENDER EVALUATION CRITERIA

14.1. Tendering is the responsibility of the Tenderer and no relief or consideration can be given for errors and omissions made by the Tenderer in advertently or otherwise. Tender with incomplete information is liable for rejection.

14.2. The Tenderer, who intends to participate, shall meet the qualifying requirement as mentioned in notice inviting tender.

14.3. Tenders not meeting the qualifying requirements shall be summarily rejected.

14.4. Tenders of those Tenderer which are found to be meeting the qualifying requirement, shall be taken up for detailed evaluation.

14.5. In case the tender does not fully comply with the requirement of Tender document and in case the Tenderer continues to stipulate the exceptions and deviations to the clauses of Tender document and if the same is not acceptable, then the tender will be rejected.

14.6. Proposed deployment of resources like manpower shall be complied with as per the requirements specified and will be completed prior to the commencement of work.

14.7. Performance of Tenderer on works executed / under execution shall be taken into consideration before selecting the Tenderer for opening of their financial part.

14.8. The Tenderer shall not mention their Financial terms/ rates anywhere in the Technical (Part-I) part of the tender. If Tenderer specifies or quotes Financial terms/rates Tender in the Technical

(Part-I) part of the tender, then their offer shall be rejected summarily.

15. **PROPOSAL OF THE TENDERER**:

15.1. The Tenderer shall arrange their tender in the following order: PART– I:

**PART-I TECHNICAL PART:**

(a) Tendering document duly uploaded in all respects.
(b) Documents in support of pre-qualifying requirements as per Appendix-C and Appendix-E.
(c) Earnest Money Deposit through online.
(d) Registration Certificates of GST,ESI,EPF,PT,Karnataka Government LABOUR Department AND Karnataka Government Home department (Police). .
(e) Power of Attorney in the name of the person who has signed the tender in case if, the owner of the Company is unable to sign the document for any unavoidable reasons
(f) Annual Turnover Statement for the financial year, 2020-21 ,2021-22& 2022-23.
(g) Details about ESI with local ESI code
(h) Details about EPF
(i) Details about Labour Laws
(j) Details about Local bodies registration,
(k) Other statutory details, if any.
(l) Technical Evaluation will be Done as per Appendix -E

**PART - II - FINANCIAL PART:**

The Financial Part of the tender shall be submitted as given in Appendix-I and J. Financial tender shall contain only Financials quoted by the Tenderer. The bidder who quotes the amountless than **2% of the amount put to tender**as service charges will not be considered. Service charges should be quoted excluding GST. Applicable income tax will be deducted as per prevailing rules against the bills submitted. Professional tax will be deducted as per PT rules.

16. TENDERER'S RESPONSIBILITY FOR QUOTATION

Although the details presented in this tender document have been compiled with, with all reasonable care, it is the Tenderer responsibility to ensure that the information provided is adequate and clearly understood.

## 17. EVALUATION OF FINANCIAL TENDERS

The financial tenders of only those Tenderer shall be considered for opening and evaluation whose tender is determined to be technically acceptable.Evaluation of financial tenders shall be taken up to determine the competitive Financials of the technical tenders and include the following:

**18.** Financial tenders containing overwriting/erasures in the quoted rates shall be liable for rejection. Cuttings and overwriting shall be avoided. However, in case any cutting is unavoidable the same shall be attested by the signatory of Tender, failing which such financial tenders shall be liable for rejection. If two or more numbers of the bidders are found to be L1 then,**thehighest annual turnover and good performance will be considered as L1. If this is also fulfilled by the bidders, thenthe bidder with ISO certification is considered among the two or more.**

18.1. On arriving at the final evaluated Financials of all Tenderer, any uncalled for lump sum / percentage / or adhoc reduction, if any, offered by the Tenderer after the last date of submission of Financials or rebates offered at any place shall not be considered for the purpose of evaluation. However, such reduction/rebate from the Tenderer, who is finally selected, shall be taken into account while issuing final order.

18.2. The BBMP reserves the right to negotiate on the quoted Financials.

## 19. CONTRACT DOCUMENT

19.1. The Tenderer, whose tender has been accepted by BBMP, shall enter into formal agreement.

19.2. Contract documents for agreement shall be prepared after award of works as intimated to the successful Tenderer and by a Letter of Acceptance by the Tenderer. Until the final contract documents are prepared and executed, the Tendering document together with the annexed documents and Tenderer's acceptance thereof shall constitute a binding contract between the successful Tenderer and the BBMP. Contract documents to be signed between The Senior Assistant Director of Horticulture South Zone,BBMP, Bengaluru-560011and successful Tenderer, shall consist of following:

- Agreement on stamp paper of appropriate value.
- Letter of Acceptance.
- Detailed Letter of Award.
- Original Tendering document duly signed by the Tenderer.
- Addendum issued to Tenderer if any duly signed by the Tenderer.

20. **AWARD OF WORK**

The Tenderer, whose tender is accepted by BBMP, shall be issued with a Letter of Acceptance prior to expiry of tender validity. Tenderer, shall confirm Acceptance by returning a signed copy of the Letter of Acceptance. BBMP shall not be obliged to furnish any information / clarification / explanation to the unsuccessful Tenderer as regards non-acceptance of their tenders. Except for refund of EMD to unsuccessful Tenderer, the BBMP shall correspond only with the successful Tenderer.

**The candidates to be selected should possess:-**

- Good personality and well-mannered to suit the ethics of working in Government offices.
- Required to be present and work in during the working hours.
- Once He/she left the organization they will not have any rights overwhich was maintained by them.

The Service personnel so provided by the Agency will not in way share Employee Employer obligations with BBMP. Hence BBMP will not be in any way directly or vicariously liable for any injury or damage caused to the personnel's provided by the Agency.

4. **TASKS/RESPONSIBILITIES OF THE SERVICE PERSONNEL**:

The Service personnel so appointed to serve as **Providing Security Services in Vijayanagara Constituency Parks,**BBMP, Bengaluru premisesshould perform the work allotted to them with integrity. They are in no terms equated to the regular government employees.

**5. REPLACEMENT:**

5.1 It is mandatory that the Agency should replace the services of

the service personnel" whose services are found to be unsatisfactory by this office and provide suitable and equivalent replacement within **TWO** days of information by the authorized official over phone or email. If the Agency fails to provide required number of Manpower in the stipulated period, Rs.500/- per person/day will be levied upon the Agency as penalty.

5.2 The Agency should also replace the service of the service personnel who quit the service or who fail to attend the work regularly on all working days. Those services should also be replaced immediately upon notice from the authorized official over phone or email. Failing which, after three days, Rs.500/- per person/ day will be levied upon the Agency as penalty.

5.3 Service personnel who find to be unruly and arrogant in behaviour will not be tolerated. Those who go on strike will be viewed seriously and replaced immediately.

6 **SECURITY DEPOSIT**:

Performance Security amount as per prevailing rules (5% of the total annual accepted tender amount) should be submitted to the BBMP by the successful Tendererbefore getting signing the agreement and issuance of work order.

7. **DURATION OF CONTRACT**:

The duration of contract shall be for a period of **8 (Eight) months only**. The scheduled commencement date of contract shall be from the date as indicated in the Work Order. If, it is extendable for further period if mutually agreed with the same terms and conditions of the agreement executed. However, the contract can be terminated by either party on three months" prior written notice.

a. The Tenderer shall be allowed a period of 7days from the date of signing the Agreement to deploy the service personnel to BBMP.

b. Not with standing anything contained in any other clause, the BBMP reserves the right to terminate the contract due to any failure on the part of the Tenderer in discharging their obligations under the contract or in the event of their becoming insolvent or going into liquidation. The decision of the BBMP the failure on the part of the

Tenderer shall be final and binding on the Tenderer.

c. The Tenderer shall give prior notice of 3 (Three) months to BBMP for termination of contract.

d. The BBMP shall also have, without prejudice the other rights and remedies, the right, in the event of breach by the Tenderer of any of the terms and conditions of the contract, or due to the Tenderer's inability to perform as agreed for any reason whatsoever, to terminate the contract forthwith and get the work done for the un-expired period of the contract at the risk and cost of the Tenderer, and recover losses, damages, expenses or costs that may be suffered or incurred by the BBMP, Bengaluru. The decision of the Commissioner, BBMP, Bengaluru, shall be final and binding on the Tenderer.

e. The BBMP, Bengaluru about the breach/failure on the part of the Tenderer shall be final and binding on the Tenderer and shall not be called into question.

f. The BBMP,Bengaluru, also reserves the right to terminate the contract at any time during its currency without assigning any reason thereon by giving threemonths' notice in writing to the Tenderer at their last known place of residence business and the Tenderer shall not be entitled to any compensation by reason of such termination. The decision of the BBMP, Bengaluru, under this clause shall be final, conclusive and binding on the Tenderer and shall not be called into question.

g. The BBMP, on exercising the right to terminate the contract as above, the Tenderer shall with draw the services of the service personnel at BBMP, Bengaluruwithin seven (7) days from the date of official termination. At the same time, before withdrawal, the Tenderer should make good of the damages/losses, if any, caused by the service personnel at South Zone, BBMP, Bengaluru**.**

## 8. LABOUR LAWS, PROVIDENT FUND, ESI :

8.1. The Tenderer shall obtain necessary license from the Licensing Authority under the Contract Labour (Regulation & Abolition) Act, 1970 and the Central Rules framed there under and produce the same to BBMP, Bengaluru in the Tender document.

8.2. The Tenderer shall produce documents to show that amount is paid to

the Labour Welfare Fund in respect of at least 30 (Security Guards& Supervisors) service persons during previous three years (2020-21 ,2021-22& 2022-23).

8.3. The Tenderer shall not undertake or execute or permit any other agency or sub-Tenderer to undertake or execute any work on the Tenderer's behalf through contract labour except under and in accordance with the license issued in that behalf by the Licensing Officer or other authority prescribed under the Factories Act or the Contract Labour (Regulation & Abolition) Act, 1970 or any other applicable law, rule or regulation from time to time.

8.4. The EPF rates should be as per the GOI, Ministry of labour and employment letter no EDL1/24/amendment scheme/2014 Dated 29.08.2014 has to be noted and incorporated.

8.5. The Tenderer shall comply with the provisions of ESI Act and Scheme framed there under with regard to all his service personnel involved in the performance of the Contract, and shall deduct employee's contribution from the remuneration of each of the employees and shall deposit the same together with employer's contribution of such total remuneration payable to the employees in the appropriate account. Tenderer is required to submit documents/ challans towards proof of remittance towards ESI for the service personnel engaged for this work along with every remuneration reimbursement bill.

8.7. The Tenderer should comply with the relevant provisions of the Employees Provident Fund Act. The Tenderer should promptly deposit P.F. deduction of the eligible contract employees plus the employers' contribution to the RPFC. For this purpose agency must submit a certificate in their Bill that PF amount has been deducted from the eligible employees and along with the employer’s contribution has been deposited. In support of this, the agency must furnish the challans receipt for the payment made to BBMP. All supporting documents / records should be made available by the Tenderer to the TheSenior Assistant Director of Horticulture, South Zone, BBMP,Bengaluru-560011, when called for. All liabilities of the Contract, remuneration and other statutory obligations in respect of the persons engaged by the Tenderer shall be borne by the Tenderer. In view of the provisions of the ESI Act, PF Act and other Acts, the Tenderer shall take necessary steps to cover its employees under the said enactments/ and shall submit proof of such compliance to The Senior Assistant Director of Horticulture South Zone,Bengaluru-560011, monthly, or at any date

upon such request, as may be made by The Senior Assistant Director of Horticulture South Zone,Bengaluru-560011, office to the Tenderer.

8.8. The provision of EPF & MP Act, 1952 and the Rules/Schemes there under shall be applicable to the Tenderer and the service personnel engaged by him for the work.

9.1 REMUNERATION TO THE SERVICE PERSONNEL.

9.2 The Agency shall be required to pay the monthly payment to the candidates as above and the Agency can quote their price bids keeping in view the service charges as applicable.

9.3 The Agency will be solely responsible for the provision for any facilities to the candidates under any of the laws under the Constitution of India.

9.4 The remuneration payment for the service personnel for every completed month should be paid on 5th of succeeding month directly to the Nationalised Bank Account of the concerned and necessary proof of the same should be submitted along with the bills.

9.5 The agency should attached Attendance certificates with the remuneration reimbursement bill.

9.6 The agency should submit a record of payment of ESI, EPF & Other Benefit providing to the employees. Follow Appendix-I & J for this purpose. The net take home remuneration as specified in the Appendix-I & J is mandatory to deposit the same to the service personnel bank account through ONLINE-NEFT/RTGS on 5th of every month.

9.7 The remuneration paid to the employee along with said benefit will be paid to the Agencies on a re-imbursement basis every month after receipt of the bill.

9.8 Only specified statutory deductions need to be deducted from the remuneration of the service personnel.

9.9 Payment to the agency on re-imbursement basis will be made only after submission of the bills with all details of payment as well as the certification by the respective branches of the Bank. Agency has to open ESI, EPF account for every eligible service personnel immediately on appointment, failing which the tender will be cancelled. These statutory deductions will not be subject to

deduction from the Gross Remuneration till account is opened. Gross remuneration has to be paid to the employees in full. Until the account is opened, BBMP will not clear any bills of the agency till the completion of the process.

9.10 EPF:-Service personnel with Remuneration of more than Rs.15000/- is not compulsory for EPF contribution. In case of service personnel getting up to Rs.15000/-as remuneration per month there should be contribution of 12% from service personnel towards EPF. The BBMP, Bengaluru will contribute EPF at 13% as employer's contribution to the service personnel for the remuneration which sums up to 25%. The EPF total amount so deducted should be credited to the service personnel EPF account which is denoted by the EPF Department.

9.11 ESI: - It is not compulsory to deduct ESI for a person whose gross remuneration is more than Rs.21,000/-. ESI is compulsory for service personnel drawing a gross remuneration less than Rs.21,000/-. 4.00% of ESI deduction for gross remuneration has to be made for all such service personnel. This 4.00% consists of 0.75% of the employee contribution and 3.25% as employer's contribution. This amount has to be credited to the service personnel ESI account which is given by ESI Department. There should be no deduction without ESI account; such deductions will be treated as violation of tender document.

9.12 Service personnel drawing less than Rs.15,000/- gross remuneration are exempted from professional tax. Others who receive higher remuneration has to pay professional tax of Rs. 200/- for the remuneration of Rs.15,000/- and over than that, respectively. This amount has to be deducted by agency every month and credited to the appropriate account of the Govt.

9.13 GST:– The Agency which supplies the manpower has to pay GST on gross remuneration of all the service personnel to the Central Government Service tax Department. The Agency has to submit the tax paid challan every month to the office of The Senior Assistant Director of Horticulture South Zone, BBMP, Bengaluru-560011.

9.14 Income Tax: TDS will be deducted as per IT Law. The Agency will make all type of payment in advance like remuneration, ESI, EPF, PT, GST, etc., and should submit Attendance Certificates,

consolidated challans, returns, Bank Statements for the purpose of re-imbursement of payments.

9.15 In case of deduction on account of ESI, EPF, PT, GST etc., are made from the service personnel and not credited to respective account, will be liable for penal action. BBMP will reserve the right to initiate the criminal proceedings against the agency.

9.16 The agency should not transfer or sub-lease the contract. This will be treated as violation of tender condition.

9.17 Within 5th date of the following month, the remuneration acquaintance should be submitted to The Senior Assistant Director of Horticulture South Zone, BBMP, Bengaluru-560011by the Agency without fail. The Senior Assistant Director of Horticulture South Zone, BBMP, Bengaluru-560011 will reimburse the remuneration amount to the agency with the availability of fund.

9.18 In case of delay without reliable reasons and failure on the part of the agency to submit the acquaintance, an amount of Rs.1000/- per day will be levied upon the agency as penalty.

9.19 Agency should sign contract that they will obey by every condition of the tender.

9.20 It is the responsibility of the Agency to provide the transport facility to the staff who works on shift system.

9.21 It is the responsibility of the agency to provide ID cards to all service personnel.

9.22 The service personnel who remains absent for duties (long period) without prior permission from the office will have to be replaced immediately.

9.23 Leave facility of one and half day per each calendar month completed is allowed to the service personnel.

9.24 The Agency shall be required to pay the monthly payment to the candidates as above and the Agency can quote their price bids keeping in view of the applicable service charges.

9.25 The Agency will be solely responsible for the provision for any facilities to the service personnel under any of the laws under the Constitution of India.

9.26 The payment for every completed month should be paid online on or before 5th day of the following month directly to the Bank Account of the concerned and necessary proof of the same should be submitted along with the bills.

9.27 The BBMP, Bengaluru, intends that the candidates posted to work as Service Personnel should be paid the minimum consolidated remuneration i.e., Take Home Remuneration without fail.

9.28 Necessary Tax deductions will be effected in the bills as per rules.

9.29 The Agency shall make payment to the Service personnel deployed by him on the scheduled date. The Tenderer has to maintain the ECS statement (aquittance) for the payment made to the Service personnel deployed. The copy of above proof shall be / enclosed along with monthly running bills.

9.30 The Agency shall be solely responsible to disburse remuneration due payable to the service personnel deployed, promptly by 5th day of every following month. If the Tenderer fails to pay the remuneration to service personnel with the relevant statutory provisions, The Senior Assistant Director of Horticulture,South Zone, BBMP, Bengaluru-560011,would impose a penalty of Rs.500/- day for all the delayed days. This penalty period would be for a maximum of 10 days. Beyond this period, The Senior Assistant Director of Horticulture South Zone, BBMP, Bengaluru-560011would consider of invoking termination clause as per continuing the Contract.

9.31 The Tenderer shall, whenever required by the O/o.The Senior Assistant Director of Horticulture,South Zone, BBMP, Bengaluru-560011or Officials authorized under the Statutes, produce for inspection, all forms, registers and other documents required to be maintained under various statutes.

9.32 The Service Provider shall organize periodical training for the service personnel to enhance the skills of their work field.

10.**PENALTIES FOR NON-REMITTANCE OF EPF & ESI CONTRIBUTION.**

In the case of delay/default in payment of contribution under ESI Scheme and EPF Scheme besides the recovery of the amounts due by the Agency towards their contribution, penal interest and/or damages as may be levied by the ESI or PF Authorities, a penalty of 5% of the above amount would also be levied and recovered from their running bills. In the event of cessation of the contract due to any reason whatsoever, the Security Deposit will be refunded only after due satisfaction as regards the payment of ESI and EPF dues by the Agency.

11. **GOVERNMENT AND LOCAL RULES**

The approval from any authority required as per statutory rules and/ regulations of Central/State Government shall be responsibility of the Agency.

12. FIRST AID

The Agency shall provide necessary First Aid kit at work place to his personnel.

13 GENERAL

a. The Agency shall furnish in writing the list of persons to be deployed by him. He shall not engage persons below 18 years of age.

b. If any of the workers employed by the Agency is found indulging in acts subversive of discipline, the same will be brought to the knowledge of the Agency and he shall arrange for replacement of such personnel.

c. The agency must be ready to supply the manpower services even more than the numbers notified in this tender according to the requirements if required.

d. If the BBMP, Bengaluru, could not select the required number of candidates, the agency should provide replacement immediately. If the agency, fails to do so for two times in a row, then the contract shall be entrusted to the second successful bidder/Service Provider, who is L2 in terms of price quotation at the risk and cost of the defaulting agency.

e. The list of marks cards and other requisite documents of the selected

candidates should be attested by the Agency and copies should be deposited with the Principal Employer.

## 14. ARBITRATION

a. If any dispute arising out of this contract shall be settled as per theArbitration and Conciliation Act 1996.

b. In the event of any dispute as to the interpretation of any of these provisions, such dispute shall be settled through mutual negotiations or by appointing a sole Arbitrator mutually agreed upon or an Arbitrator from panel of Arbitrators of Indian Council of Arbitration.

c. In the event of a reference made to an Arbitrator, the decision of the Arbitrator shall be final and binding on both the parties of this agreement and shall not be called into question.

d. In case if the agency has any valid grievance against the decision of the Arbitrator shall appeal to the immediate Appellate Authority.

e. Subject as aforesaid, the Arbitration &Conciliation Act, 1996, shall apply to the arbitration proceedings under this clause and such arbitration shall take place in Bangalore.

f. The Costs of and in connection with arbitration shall be decided by the Arbitrator at his sole discretion, who may make a suitable provision for the same in his Award.

## 15. CONSTITUTION OF THE TENDERER

The Agency shall not change the composition during the currency of the contract without the prior approval of the Commissioner,BBMP,Bengaluru. Any happening like Death! Resignation of any partner/director/member of the Agency shall be intimated within three working days of such happening, in writing, to the Commissioner, BBMPBengaluru. On receipt of such notice, the Commissioner, BBMP,Bengaluru, reserves the right either to terminate or continue the contract.

In the event of any dispute, legal or other proceedings by any party or parties concerning the constitution or composition of the Agency, the BBMP reserves the right to take such necessary action as it deems fit, including termination of contract and withholding payments due or

accrued to the Tenderer.

16.**SUBLETTING**

The Agency shall not sublet, transfer or assign the contract or any part thereof.

17.**LAWS GOVERNING THE CONTRACT**

The Contract will be governed by the Laws of India in force from time to time and as amended or made from time to time. COMPLIANCE OF STATUTORY PROVISIONS

a. The Agency shall comply with the provisions of the Minimum remuneration Act (Central/State), if applicable and as applicable, Contract Labour (Regulation & Abolition) Act, 1970, 1971 read with the Central Contract Labour (Regulation & Abolition) Rules. 1975, ESI Act, 1948 Employees Provident Fund and Miscellaneous Provisions Act 1952, and any other law applicable for the employment of Contract Services as amended from time to time.

b. The Agency shall be solely responsible to comply with all Acts, Laws, Rules and Regulations, as may be applicable from time to time in respect of running of the services and shall pay all taxes, debts and/or levies as may be levied by the appropriate Government/local bodies and other authorities in this regard, and the Agency shall indemnify the BBMP, Bengaluru, against all claims, loss, damage and costs thereof in case of any breach of any of these Acts, Laws, Rules and Regulations.

c. The Agency shall have separate ESI & EPF code number on their own name and ensure prompt payment and submission of related returns on time to the authorities concerned and produce documentary evidence to that effect. The Agency should have separate EPF and ESI Code numbers for “Service Personnel”. The Tenderer should ensure remittance of EPF and ESI, to the respective accounts of the individual “Service Personnel”. The BBMP, Bengalurureserves the right to check the records.

d. The Agency has to submit to The Sr. Asst. Director of Horticulture, South Zone, BBMP, Bengaluru, by January / July of every year in Form XXIV of Contract Labour (Regulation & Abolition) Act, 1970.

e. The BBMP not bound by personal presentations:

1. The Security staff deployed on duty at designated locations by the agency as per the contract agreement shall be in the employment of Security agency only and shall have no right to claim any employment in the BBMP, Bengaluru for whatsoever reason.
2. All risks of loss or of damage to property and of personal injury and death which arise during and in consequence of the performance of the contract are the responsibility of the Agency.
3. The Agency shall be personally responsible for any theft, dishonesty and/or disobedience and discourteous behaviour on the part of the service personnel so provided by him.
4. The Agency shall not transfer or assign or sublet any part of the service once agreed or any share or interest herein in any manner or degree directly or indirectly to any person, firm or to company whatsoever.
5. The Agency shall carryout the above work during contract period Round The Clock (8 hours Shift) in threeShifts,whenever necessary from the date of entrustment.
6. The Agency shall keep the Office clean& other necessaryas per BOQ in good condition.
7. The man power indicated in the schedule is approximate,theBBMP, Bengaluru is at liberty to increase or decrease as per requirement during contract period.
8. The successful Tenderer shall enter into the Agreement with the BBMP, Bengaluru within 7 days of receipt of intimation.
9. Any other work allied to the above may also be entrusted from time to time for monitoring cleanings of the premises.
10. The agency will be responsible for the maintenance of discipline by the personnel employed by them.In case, the person so deployed by the Contractor is found absent, the BBMP, Bengaluru shall have the right to treat such person as ‘absent’ from duty and deduct the proportionate amount of such person from the bill.
11. The agency shall be absolutely responsible and liable for any or all personal injuries or death and/or property damage or losses suffered due to negligence of the Contractor’s personnel in their performance of the services required under the contract.
12. The agency shall provide laminated identification card with photograph along with the detailsof name, age, designation, firms name, etc., to the selected personnel at his own cost.

13. MINIMUM WAGES: The Security agency shall provide a minimum consolidated payment as per Minimum wages Act in force and any other charges during the period of contract to its labours.
14. RESPONSIBILITY: The Agency shall be responsible for all the provisions regarding license, welfare and health, procedures, maintenance of various records and registers etc., as provided under the Contract Labour.(Regulation & Abolition) Act 1970 and also under the order issued by the Government of Karnataka there under. For its noncompliance, the agency shall be responsible for penalties levied by the appropriate authority under various the Acts.
15. 1% of the Tendered amount will be deducted towards "Labour Welfare Fund ".
16. The Tenderer has to produce all the relevant Documents as indicated in the Bid Document in originals
17. During the opening of the Technical Bid "Mandatorily". This is in addition to uploading all the relevant. Documents in the e-procurement portal. If the Originals are not submitted for verification, the Tender will be rejected.
18. All other documents which are required to be submitted are to be uploaded in the e-Procurement Portal in
19. General Documents section, while electronically submitting the bid. If any of the Documents as desired are not submitted the Tender will be rejected.

**18. Protection of Environment:**

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor and his sub-contractors shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

**APPENDIX – A**

TECHNICAL PROPOSAL - STANDARD FORM

Format for Letter of Proposal

**(On the Letter head of the Bidder)**

Date:

To:
The Senior Assistant Director of Horticulture,
South Zone,
BBMP, Bengaluru-560011.

Sir,

Ref:-

Being duly authorized to represent and act on behalf of.....

Here in after referred to as “the Bidder”), and having reviewed and fully understood all of the

Proposal requirements and information provided, the undersigned hereby submits the Proposal for the project referred above.

We confirm that our Proposal is valid for a period of 90 days from the date of submission of tender.

Yours faithfully,
.....

(Signature of the Authorised Signatory of Bidder)
.....

(Name and designation of the Authorised Signatory of Bidder)

## APPENDIX – B

Format for Power of Attorney for Signing of Proposal

(On stamp paper of appropriate value)

POWER OF ATTORNEY

Know all men by these presents, we ..... (Name and address of the registered office) do hereby constitute, appoint and authorise Mr./Ms ..... (Name and address) who is presently employed with us and holding the position of ..... as our or attorney, to do inour name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the project envisaging **"Providing Security Services in Vijayanagara Constituency Parks."**All documents and providing information / responses to theBBMP, representing us in all matters in connection with our bid for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall be deemed to have been done by us. These powers are granted by us and shall remain in force till the end and expiry of all the contract period and the fulfilment of contractual obligations and liabilities.

For

.....

.....

(Signature)

.....

(Name, Title and Address)

Accepted

.....

(Signature)

.....

(Name, Title and Address of the Attorney)

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same be under common seal affixed in accordance with the required procedure. The Power of Attorney should be on a stamp paper of appropriate value.

2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

3. In the event of PA holder leaves his employment, the power of attorney should be given to the person filling his place without lapse of time.

4. The Power of Attorney should be notarized.

## APPENDIX-C

TECHNICAL BID

(Pre-qualification Requirement)

**NAME OF THE WORK: Providing Security Services in Vijayanagar Constituency Parks.**

This table has to be filled in by the prospective Tenderer without fail. Details of **contract undertaken & annual turnover** of the Tender for the preceding 3 years shall be given.

| **Sl.No.**<br><br>**1** | **Description**<br><br>**Name of work & Description** | **Contract Period** | **Particulars to be furnished by the Tenderer** |
|---|---|---|---|
| | Contract Details<br>a) Name of Client<br>b) Name & Address of Client's contact person<br>c) Telephone & Fax No<br>d) No of Service Personnel provided to the client. | 2023-24 | |
| | Contract Details<br>d) No of Service Personnel provided to the client. | | |
| 3 | Supporting Documents<br>a) Similar nature of works: Work order (Copy to be furnished)<br>b) Similar nature of Work done certificate (Supply of security guard and supervisors) issued by Head of the Department/Institute (Copy to be furnished) preceding Last 3 years (**2021-22 to2023-24)** | | |
| 4 | achieved in at least One year a minimum financial turnover of Rs..... (usually **not less than two times the estimated** annual payment under this contract) in last Five Years. Certified by the Charted Accountant with UDIN. | 2019-20<br>2020-21<br>2021-22<br>2022-23<br>2023-24 | |
| 5 | Mandating satisfactory completion as a | 2021-22 | |

| | | | |
|---|---|---|---|
| | prime contractor for at least one similar work to an extent of Rs.8,00,600/- (Eight lakh Six Hundred only)*( 50% of the amount put to tender)*of the cost of the work done. | 2022-23<br>2023-24 | |

**NOTE**

Note:

1) Tenderer shall has to furnish the experience details as above only of those contracts, which they consider suitable for meeting the qualifying requirements specified in the Notice Inviting Tender. The BBMP reserves the right not to evaluate any other contract details. Information should be specific. Incomplete information is not considered. Details of more contracts may be furnished in the same format, one by one if desired.

2) Tenderer may note that non-submission of relevant supporting documents will lead to rejection of their tender. It shall be ensured that all relevant supporting documents are submitted along with their tender in the first instance itself. Evaluation may be completed based on the details so furnished without seeking any subsequent additional information.

3) If the Tenderer has executed/completed similar nature of work (as called in Experience Criteria of NIT (Notice Inviting Tender, then it is the responsibility of the Tenderer to produce documentary evidence from Client to establish the value and description of such works and that the Tenderer meets the experience requirements of tender.

UNDERTAKING

1. I / We have read and agree to adhere by all terms and conditions of the same.

2. I/ We here by state that none of the service personnel's of my / our organization is a relative of any employee of BBMP is a beneficiary of my/ our organization including in the capacity as part-time employee, agent, partner or shareholder.

SIGNATURE OF TENDERER
WITH OFFICIAL SEAL

## APPENDIX – D

This table has to be filled in by the prospective Tenderer without fail. Self-attested copies of certificates of registrations under various departments of State and Central Government are to be furnished.

| SL No. | Description | Details to be furnished by the Tenderer |
|---|---|---|
| 01 | PF Registration No. | |
| 02 | ESI Registration No. | |
| 03 | GST Registration No | |
| 04 | Income Tax/ PAN No | |
| 05 | PT Registration No. | |
| 05 | Certificate of Incorporation (in case of Company/firm/Proprietorship) | |
| 06 | License/Registration obtained from labour Department and Home Department (Police), Government of Karnataka. | |
| 07 | Certificate of International Organisation for Standardization (ISO) | |

I / We confirm that all the above registrations are under operation presently and shall be

Used for all related activities

SIGNATURE OF TENDERER

WITH OFFICIAL SEAL

**APPENDIX – E**

**CRITERIA FOR EVALUATION**
**Name and Postal Address of the Bidder along with Contact Details**

| slno | Description | For Office Use Only<br>Points Alloted | Points Obtained |
|---|---|---|---|
| **1** | Tenderer shall have their registered/ corporate office/ regional office and business Establishment located in Bangalore | Yes / No<br>If "No", reject the tender | |
| **2** | The Tenderer should be a Security Agency with more than 4 personnel (Security Guard and Supervisor) with fully operational facility and experience in executing similar projects in the area of Central/State Government / PSU/ULBS service. | Yes / No<br>If "No", reject the tender | |
| **3** | achieved in at least a year a minimum financial turnover of Rs..... (usually**not less than two times the estimated** annual payment under this contract) in last Five Years. | Yes / No<br>If "No", reject the tender | |
| **4** | Tenderer is a minimum three years i.e. 2020-21, 2021-22 and 2022-23 experienceservice personnel called in this tender.<br>Three years(2020-21 to 2022-23)Satisfactory Service certificate (for similar work)from Govt./PSU/ULBS sector (work done certificate certified not below the rank of Executive Engineer)& the satisfactory work amount should be minimum of Rs.8,00,600/- (Eight lakh Six Hundred only)*50% of the amount put to tender)* | 20 Points | |
| **5** | If Tendering agency (Service Provider):Specific valid license/registration from the<br>1. Labour Department<br>2. Home department (Police),Government of Karnataka.<br>3. Registration / Allotment no. for ESI<br>4. Registration / Allotment no. for EPF.<br>5. Registration / Allotment no. for GST | 15 Points | |
| **6** | The Annual EPF and ESI return challans filed for the past 1years(from 2023-24) Detail of Record Maintenance as peras per Contract Labour (Regulation and Abolition) Act, 1970, 1971(as per rule 75, 76, 78 and80 of the act) | **15 Points** | |
| **7** | achieved in at least Two year a minimum financial turnover of Rs..... (usually**not less than two times the estimated** | **20 Points** | |

| | | | |
|---|---|---|---|
| | annual payment under this contract) in last Five Years. | | |
| **8** | Whether Income Tax returns filed for the past 3 years i.e., for the year, 2021-22 to 2023-24(attach CA certified copy) | **10 points** | |
| **10** | Whether GST return filed for the past 1 years i.e., for the year 2023-24(attach copy) | **10 points** | |
| **11** | Whether 9001 & 27001 ISO Certificate Registered | **10 Points** | |

**Maximum points allotted100 points (Hundred) and minimum 75 point required for qualify**

## APPENDIX – F

This table has to be filled in by the prospective Tenderer without fail. Details of Tenderer's profile are to be furnished in the following

| Sl. No. | Subject | Details |
|---|---|---|
| 1 | Name and address of the Tenderer | |
| 2 | Whether a Proprietor/ Partnership /Company/Any other? - Please specify. | |
| 3 | If Company, please specify whether a Private Company or Public Company. | |
| 4 | PAN issued by the Income Tax Dept. (a copy of PAN to be enclosed) | |
| 5 | Official address of the Tenderer (If it is a Company please specify registered office address and corporate address separately) | |
| 6 | Name and address of the person submitting the tender whose photograph is affixed above (In case of proprietor/partnership firms, the tender has to be signed by proprietor or one of the partner only, as the case may be) | Shri/Smt, |
| 7 | Telephone number of the Tenderer<br>`<br>8 Registration and incorporation Particulars of the Company. (If Partnership or Proprietorship, please Specify registration details obtained from local authority) | (Oft) :<br>(Res:):<br>(Mobile):<br>(Fax):<br>(e-Mail): |
| 9 | Name/s and address of Proprietor/Partner/Directors to be Furnished. | 1.<br>2.<br>3. |
| 10 | Bank Details (Payments to be made)<br>1. Name and address of the Bank:<br>2. Bank Account No<br>3. Type of Account<br>4. IFSC Code, | |

O/o. Senior Assistant Director of Horticulture, South Zone, BBMP, Bengaluru.

ng Proforma.

Affix Latest Photo of Pass Port Size

Note:

1. The Tenderers, as the case may be, shall submit self-attested copies of PAN Card, Certificate of Incorporation and Certificates of registration from local authorities, Partnership Deed, Articles and Memorandum of Association.

2. Authorization letter of the Company in case the person signing the tender document is an authorized representative of the company.

3. The tender is liable to be rejected if the signature and photograph do not match with the photograph affixed and the signature made in the tender documents, with the Identity and signature proof.

4. Please attach copy of last 3 years income tax returns.

I/We hereby declare that the information furnished above is true and correct to the best of knowledge and belief.

Place: SIGNATURE OF TENDERER

Date: WITH OFFICIAL SEAL

APPENDIX – G

CHECK LIST

The tenderer shall check the following parameters before submitting the tender

| SI. No | Enclosure Details | Remarks |
|---|---|---|
| 1 | Name & Address of Tenderer with photograph | Yes /No |
| 2 | Tendering document duly uploaded in all respects | Yes /No |
| 3 | Documents in support of pre-qualifying requirements as per Annexure-I, | Yes/No |
| 4 | EMD of Rs.20,050/- (Rs. TwentyThousandFiftyonly) through online. | Yes/No |
| 5 | GST Registration Certificate with 1 years return documents | Yes /No |
| 6 | Authorization letter of the Company in case the person signing the Tender document is an authorized representative of the Company. | Yes /No |
| 7 | Power of Attorney in the name of the person who is authorized to attend Pre-bid tender meeting | Yes/No |
| 8 | Annual Turnover Statement enclosed (Audited Financial statements) | Yes/No |
| | Registration of<br>Labour Department<br>Home Department(Police)<br>ESI<br>Labour Department<br>EPF<br>GST<br>PT<br>IT<br>ISO | Yes/No |
| 10 | Enclosed copies of last three years returns filed in respect of<br>a) ESI | Yes/No |

| | | |
|---|---|---|
| | b) EPF<br>c) GST<br>d) PT<br>e) IT | |
| 11 | Copy of Pan card enclosed | Yes/No |
| 12 | Copy of Registration and incorporation particulars of the (If<br>Partnership or Proprietorship a copy of Partnership Deed/<br>Registration certificate issued by local authorities) | Yes /No |
| 13 | Bank details furnished (For Payments to be paid) | Yes /No |
| 14 | Registration and renewal obtained from Labour Department | Yes/No |
| 15 | Other statutory details,.9001 & 27001 ISO Certificate / If any other | Yes/No |

Signature of the Authorised Signatory.

Name and Designation

Address (Seal)

## APPENDIX – H

Format for Statutory Auditor Certificates

Date:

We have verified the relevant statutory and other records of M/s.....

(Name of the Bidder) and certify that M/s..... had been

Appointed for the purpose of ..... (Name of the project)

We have also scrutinized the documents made available to us for the said project and

Certify the following:

| Date of commencement of the project | Date of completion of the project | Billings for the bidder from the project ( Rs. crores) |
|---|---|---|
| | | |
| | | |

Signature and seal

And registration number of Statutory Auditor

Signature of the Authorised Signatory.

Name and Designation

Address (Seal)

**APPENDIX-I**
**FINANCIAL PROPOSAL (PRICE BID)**

From:

_____
_____

To,
**Senior Assistant Director of Horticulture**
**South Zone,**
**BBMP, Bengaluru-560011**.

Sir,

We the undersigned offer to provide the services of qualified Manpower Services in accordance with your „Request for Proposal" and our Technical Proposal, Our financial proposal is as

**A. <u>LABOUR PORTION</u>**

| Sl no | Description | Unit | Qty | salary/month in Rs. | Amount Rs /Annum | Service charge including all taxes **except GST** in **Rs** | Total Amount Rs (6+7) |
|---|---|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 1 | Security Guard | Nos | 64 | | | | |
| | Total Rs | | | | | | |

Signature of the Authorised Signatory.
Name and Designation
Address (Seal)

Note:

1. The bidders whose quoted amount isless than the 2% as service charges will not be considered. If therates quoted as service charge does not meet the statutory liability, the financial bid will be considered as ill-responsive and their EMD will be forfeited as per

clause 11 of GCC.

2. In case of discrepancy between amounts quoted in price proposal, the amount quoted in words is taken as final price for evaluation
3. Applicable income tax will be deducted as per prevailing rules against the bills submitted.
4. Professional tax will be deducted as per PT rules.
5. The above rates quoted shall be inclusive of all taxes, service charges and other charges if any.
6. The calculations of financial bid (Appendix-I) should be submitted in sealed hard copy to the O/o. SADH, South Zone, BBMP, Bengaluru-91before opening the technical bid (If not submitted then the tender is liable for rejection).
7. If the financial bid Appendix-I, is uploaded in the Technical bid then the tender is liable for rejection.
8. The sealed copy of the financial bid of technically qualified bidders will be opened on the date and time of Financial bid opening, in the presence of the qualified bidders in the O/o. The Sr. Asst. Director of Horticulture, South Zone, BBMP, Bengaluru-91.
9. Since, the tender is Service tender the item wise calculations are not available in e procurement portal, hence the item wise details are sought in hard copy.
10. Materials mentioned in the tender are statutory, hence, price for all the items are to be mentioned as per labour law. If not mentioned as per the provisions of labour act, then the tender is liable for rejection.

Signature of the Authorized Signatory.

Name and Designation

Address (Seal)

Address (Seal)

## APPENDIX-J

**Part A:- Manpower**

| Sl. No. | PARTICULARS | | SALARY / MONTH |
|---|---|---|---|
| | Security Guard | | |
| 1 | Minimum wages for Security Guard (2022-23 Minimum wages) Basic + VDA | Rs. | 17284.26 |
| 2 | E.P.F (Employer contribution) @ 12%On item no 1 | Rs. | 2074.11 |
| 3 | E.S.I (Employer contribution) @ 3.25 % On item no 1 | Rs. | 561.74 |
| | **TOTAL AMOUNT (1 + 2+ 3)** | **Rs.** | **19920.11** |